

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE <b>1</b>		OF PAGES <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">A001</div>			3. EFFECTIVE DATE <div style="text-align: center;">8/1/12</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">AC-12-03684</div>		5. PROJECT NO. <i>(If applicable)</i>		
6. ISSUED BY FAA, MIKE MONRONEY AERONAUTICAL CENTER NAS CONTRACTING TEAM AMQ-210 P O BOX 25082 OKLAHOMA CITY OK 73125-4929					7. ADMINISTERED BY <i>(If other than Item 6)</i> <b>FOR MORE INFORMATION CONTACT:</b> Name: Connie Houpt Telephone No. (405) 954-7820				
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  All Offerors					<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">DTFAAC-12-R-03684</div>		
					<input type="checkbox"/>		9B. DATED <i>(SEE ITEM 11)</i> <div style="text-align: center;">7/10/12</div>		
							10A. MODIFICATION OF CONTRACT/ORDER NO.		
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE CODE					FACILITY CODE		10B. DATED <i>(SEE ITEM 13)</i>		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>									
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is <input type="checkbox"/> extended <input checked="" type="checkbox"/> is not extended. <b>NOTE: If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements.</b> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Item 8 and 15, and returning <u>1</u> copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.									
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>									
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>									
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.									
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14,									
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:									
<input type="checkbox"/> D. OTHER <i>(Specify type of modification and authority)</i>									
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.									
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> The Request for Offer referenced in Item 9A above for STB Renovation is amended as follows:									
<ul style="list-style-type: none"> <li>• See Page 2.</li> </ul>									
Reference Item 11 above. Acknowledge receipt of this amendment to:									
FAA Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard (P.O. Box 25082, Zip 73125-4933) Oklahoma City, OK 73169-4933									
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>					16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>				
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA			16C. DATE SIGNED	
BY _____ <i>(Signature of person authorized to sign)</i>					BY _____ <i>(Signature of Contracting Officer)</i>				

Block #14—continued

Amendment continues as follows:

1. Page 2 of the SIR/RFO is replaced by Page 2R.
2. Page 5 of the SIR/RFO is replaced by Pages 5R(a) and 5R(b) to add Clauses 3.1-1 and 3.10.4-11.
3. Page 7 of the SIR/RFO is replaced by Page 7R to correct CLIN numbers in Clause H.1.
2. Pages 8-10 of the SIR/RFO are replaced by Pages 8, 9, 10R(a) and 10R(b) to update Clause H.5 to an newer release date.
4. Page 27 of the SIR/RFO is replaced by Page 27R to change date on Clause 3.6.1-9.
5. Page 29 of the SIR/RFO is replaced by Page 29R to replace Attachment 8 with Attachment 8R and add Addendum One as an attachment.
6. Page 36 of the SIR/RFO is replaced by Page 36R to change date for receipt of questions in Provision L.2.
7. Page 37 of the SIR/RFO is replaced by Page 37R to add Provision 3.2.2.3-81 and 3.2.2.3-82.
8. Page 39 of the SIR/RFO is replaced by Page 39R to allow for evaluation of Bid Option 02 in Provision M.2.
9. Addendum One is added as an attachment to modify the original drawings and specifications.
- 10. Due date for receipt of proposals is changed to 2:00 p.m. CDT, Tuesday, August 14, 2012.**

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish the construction project; Systems Training Building (STB) Renovation, at the Mike Monroney Aeronautical Center, Oklahoma City, OK, set forth below in accordance with the attached project manual, drawings, and the other terms, conditions, and provisions as set forth herein.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
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<b>0001</b>	<b>BASE PROPOSAL</b>	FOR-THE-JOB      \$ _____
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Schedule of Values broken out for Phases A, B, C and D will be provided after award.

**OPTIONAL ITEM(S)**

<b>0002</b>	<b>Option 01</b> Electrical Bird Deterrent System	FOR-THE-JOB      \$ _____
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<b>0003</b>	<b>Option 02</b> Annex Skylight and Roof	FOR-THE-JOB      \$ _____
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<b>TOTAL PROPOSED POTENTIAL VALUE</b>	\$ _____
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**UNIT PRICES**

In accordance with **Section 01220, paragraph 1.3** "Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

<b>0004</b>	<b>Drilling of Pier Excavations</b>	\$ _____ per LINEAR FEET
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<b>0005</b>	<b>Rental of 8' x 40' Portable Storage Unit</b>	\$ _____ per MONTH
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**3.1-1 Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.4-11 Inspection--Dismantling, Demolition, or Removal of Improvements (April 1996)**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 Working Hours**

(a) Work at the site shall be accomplished between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding federally-established holidays, except when prior approval has been obtained from the Contracting Officer. Approval for overtime work shall not be construed as an agreement for payment of overtime work.

(b) Some heavy construction work including demolition may not be permitted to be accomplished between the hours of 0600 to 1800 Monday through Friday to ensure occupied space safety and continuity of operations.

**F.2 Contractor Use of Premises**

General: Limit use of site and premises to allow.

- (a) Owner occupancy
- (b) Work by others

**F.3 Utility Outages and Shutdown**

Utility outages and shutdown shall be coordinated with the Contracting Officer and Project Manager. Outages affecting FAA operations are required to be accomplished at night, on weekends or designated government holidays. Prior to any outage or shutdown, five (5) working days notification must be made to coordinate scheduling of any work to be performed during any hours.

**F.4 Contractor's Construction Schedule and Material Submittals**

The contractor shall prepare and submit the construction work schedule to the Contracting Officer (CO) for approval within 15 days of the date established for "Commencement of Work." This period is in lieu of the five (5) days set forth in Clause 3.2.2.3-56, which is incorporated by reference.

**F.5 Accelerated Delivery (January 1997)****CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> .

**3.10.1-9 Stop-Work Order** (October 1996)

**3.10.1-11 Government Delay of Work** (April 1996)

**3.10.1-24 Notice of Delay** (March 2009)

### **3.10.1-23 Contracting Officer's Representative-Construction Contracts (April 2012)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within 15 calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

## **PART I - SECTION H** **SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Option to Buy Additional Items**

The Government may exercise Options 01 and 02, at the prices established in Section B, CLINs 0002 and 0003. Exercise of the optional items must be made in writing by the Contracting Officer at time of contract award.

### **H.2 Permits and Responsibilities**

The Contractor shall secure and pay for all permits, licenses, special inspections, etc., required in the execution of the work, whether of a permanent or temporary nature.

### **H.3 OCAT Contractor**

The work required to modify and extend gas lines shown on drawing C-103a shall be performed by a contractor approved by the Oklahoma City Airport Trust (OCAT). This project's contractor shall coordinate with, and schedule the services of, the OCAT-approved contractor.

### **H.4 Accident and Fire Reporting**

(a) In accordance with FAA Order 3900.19B, the Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of \$1,000 or more to Federal property, either real or personal;

(3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of three or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

## **H.5 Environmental, Safety and Health (April 2010)**

**CLA.0090**

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

*“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”*

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

- (i) Ensure that all employees supporting the contract work activities are:
  - Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;

- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;.
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:  
[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training).

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

*“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:*

- Ensures compliance with all applicable occupational safety and health requirements
- Identifies hazards, assesses risks, and implements controls
- Prevents injury and illness
- Establishes safety and health metrics

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”*

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;.
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:  
[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training)

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC OSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as



specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;  
(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Representative (COR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

## **H.6 Submission of Contract Performance and Payment Bonds (June 2006)**

**CLA.3207**

(This clause is applicable when contract price exceeds \$150,000, or any other amount when in the best interest of the Government.)

(a) Pursuant to AMS Clauses 3.4.1-4, Performance Bond Requirements, and 3.4.1-5, Payment Bond Requirements, incorporated herein by reference, the contractor shall within 15 calendar days after the award of the contract deliver to the Contracting Officer -

(1) A Performance Bond on Standard Form 25 (in duplicate) in a penal sum equal to 100 percent of the contract price, and

(2) A Payment Bond on Standard Form 25-A (in duplicate) in a penal sum equal to 50 percent of the contract price if the contract price is not more than \$1 million; 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or \$2 1/2 million if the contract price is more than \$5 million.

(b) Copies of Standard Form 25 and Standard Form 25-A are attached and listed at Section J.

(c) Each bond shall also be accompanied by a Power of Attorney (also in duplicate) whereby the surety company authorized the execution of the bond by its agent or employee.

(d) Each bond shall remain in full force and effect through the entire term of the contract, including extensions and warranty/guarantee periods, if any.

## **H.7 Agreement to Participate in Alternative Dispute Resolution (April 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.8 Notice of Contractor Testimony (September 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

- 3.2.2.3-45 **Material and Workmanship** (July 2004)
- 3.2.2.3-46 **Supervising the Contract Work** (July 2004)
- 3.2.2.3-47 **Permits and Responsibilities** (July 2004)
- 3.2.2.3-48 **Other Contracts** (March 2009)
- 3.2.2.3-49 **Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (July 2004)
- 3.2.2.3-50 **Property Protection** (March 2009)
- 3.2.2.3-51 **Operations and Storage Areas** (April 2012)
- 3.2.2.3-52 **Use and Possession Before the Project is Complete** (July 2004)
- 3.2.2.3-53 **Cleaning Up and Roadway Maintenance** (July 2004)
- 3.2.2.3-54 **Preventing Accidents** (July 2004)
- 3.2.2.3-56 **Schedules for Construction Contracts** (July 2004)
- 3.2.2.3-58 **Layout of Work** (March 2009)
- 3.2.2.3-60 **Specifications, Drawings, and Material Submittals** (March 2009)
- 3.2.2.3-62 **Preconstruction Conference** (July 2004)
- 3.2.2.3-66 **Contractor's Daily Log** (July 2004)
- 3.2.2.3-68 **Safety and Health** (July 2004)
- 3.2.2.3-69 **Subcontracts - Construction** (July 2004)
- 3.2.2.7-6 **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
- 3.2.2.7-8 **Disclosure of Team Arrangements** (April 2008)
- 3.2.5-1 **Officials Not to Benefit** (April 1996)
- 3.2.5-3 **Gratuities or Gifts** (January 1999)
- 3.2.5-4 **Contingent Fees** (October 1996)
- 3.2.5-5 **Anti-Kickback Procedures** (October 2010)
- 3.2.5-6 **Restrictions on Subcontractor Sales to the FAA** (April 1996)
- 3.2.5-8 **Whistleblower Protection for Contractor Employees** (April 1996)
- 3.2.5-13 **Contractor Code of Business Ethics and Conduct** (April 2010)
- 3.2.5-14 **Display of Hotline Poster(s)** (April 2008)
- 3.3.1-9 **Interest** (September 2009)
- 3.3.1-15 **Assignment of Claims** (April 1996)
- 3.3.1-19 **Prompt Payment for Construction Contracts** (September 2009)
- 3.3.1-34 **Payment by Electronic Funds Transfer- Central Contractor Registration** (March 2009)
- 3.3.2-1 **FAA Cost Principles** (October 1996)
- 3.4.1-1 **Proposal Guarantee** (April 1996)
- 3.4.1-4 **Performance Bond Requirements** (October 2010)
- 3.4.1-5 **Payment Bond Requirements** (April 1996)
- 3.4.1-6 **Additional Bond Security** (April 1996)
- 3.4.1-7 **Notice to Proceed** (April 1996)
- 3.4.1-10 **Insurance--Work on a Government Installation** (July 1996)
- 3.4.2-6 **Taxes--Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 **Federal, State, and Local Taxes--Fixed Price Contract** (April 1996)
- 3.5-1 **Authorization and Consent** (January 2009)
- 3.5-4 **Patent Indemnity--Construction Contracts** (January 2009)
- 3.6.1-3 **Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (March 2009)
- 3.6.1-4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (October 2010)
- 3.6.1-9 **Mentor Protégé Program** (July 2012)
- 3.6.1-11 **Mentor Requirements and Evaluation** (October 2011)
- 3.6.1-15 **Post-award Small Business Program Rerepresentation** (April 2011)
- 3.6.2-1 **Contract Work Hours and Safety Standards Act-Overtime Compensation** (January 2012)
- 3.6.2-2 **Convict Labor** (April 1996)
- 3.6.2-9 **Equal Opportunity** (August 1998)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Specifications, Volume I, “MMAC, 023-STB Renovation,”	7/11/12	576
2	Specifications, Volume II, “MMAC, 023-STB Renovation,”	7/11/12	452
3	Specifications, Volume III, “MMAC, 023-STB Renovation,”	7/11/12	340
4	Drawings, Volume I, “Renovation of, Systems Training Building (023-STB)	7/11/12	186
5	Drawings, Volume II, “Renovation of, Systems Training Building (023-STB)	7/11/12	252
6	Standard Form 25, Performance Bond	1/90	2
7	Standard Form 25A, Payment Bond	8/97	2
8R	Davis Bacon Wage Rate Decision, General Decision No. OK120032, Construction Type: Building	7/27/12	6
9	Operational Control Documents		
	AMP-100A-OC-5.1-1	5/23/11	2
	AMP-400 OC-2.02-01	10/3/11	1
	AMP-400 OC-2.04.3-01	10/3/11	2
	AMP-400-OC-2.05-01	10/3/11	1
	AMP-400 OC-2.09-01	10/3/11	1
	AMP-400 OC-2.15-01	10/3/11	1
	AMP400-OC-3.1-1	10/3/11	2
	AMP400-OC-5.1-1	10/3/11	2
	AMP400-OC-8.1-1	10/3/11	2
	AMP400-OC-9.2-1	10/3/11	2
	AMP400-OC-10.1-1	10/3/11	2
10	Contractor’s Release	5/05	1
11	Addendum One	7/26/12	16
	Drawings Group 1		7
	Drawings Group 2		5
	Drawings Group 3		7
	Drawings Group 4		7
	Signature Sheet		2

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 Instructions to Offerors**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION** (Attachment L.1), which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.2 Submission of Questions Prior to Proposal (Revised)**

All questions regarding the project/specifications/plans must be received in writing ([connie.m.houpt@faa.gov](mailto:connie.m.houpt@faa.gov)) no later than 4:00 p.m. CDT, August 6, 2012, to allow for responses to be provided prior to due date for receipt of proposals.

**L.3 Small Business and Small Disadvantaged Business Subcontracting Plan**

(a) The Offeror shall provide, with their proposal, a detailed subcontracting plan that fulfills all requirements contained within AMS Clause 3.6.1-4 entitled: Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The Offeror will ensure their subcontracting plans fully address each of the eleven items listed in AMS Clause 3.6.1-4 as being required within an Offeror's subcontracting plan.

(b) At least forty-five (45) percent of the planned subcontract dollar value shall be allocated to small businesses including:

(1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small disadvantaged businesses.

(2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small women-owned businesses.

(3) At least three (3) percent of the total proposed subcontract dollar value shall be allocated to service disabled veterans owned businesses.

(c) These goals shall apply over the full life of the contract, including the base period and each exercised option period.

**L.4 Request for Modification of Contract Terms and Conditions (January 1997)**

**CLA.4533**

Vendors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If a vendor takes issue with the terms and conditions contained herein, the vendor shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in vendor's format, on vendor's letterhead, signed by an officer of the company with authority to bind the vendor. The request must include documentation that fully highlights the vendor's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the vendor and incorporated into the document prior to contract award.

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (January 2012)

## (a) Definitions.

**"Person"**

## (1) Means

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

**"Sensitive Technology"**

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

- (i) To restrict the flow of free, unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

**3.1-1 Clauses and Provisions Incorporated by Reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov/>.

**3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation** (July 2012)

**3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan - Certification** (July 2012)

**3.2.5-2 Independent Price Determination** (October 1996)

**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

**3.6.3-18 Biobased Product Certification** (July 2010)

**3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov/>.

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information Documentation/Offers (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)**

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 Evaluation for Award**

(a) Award will be made to the acceptable, responsible offeror submitting the lowest total offer in accordance with provision M.2 Evaluation of Option(s), and whose proposal meets the Government's minimum requirements called out in Section B and the documents referred to therein.

(b) Exercise of option(s) will be at time of contract award and will be based on funds availability

**M.2 Evaluation of Option(s)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for Option(s) 01 and 02 to the total price for the basic requirement. Evaluation of option(s) will not obligate the Government to exercise the option(s).

**3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)**

FAA will evaluate the proposed participation and extent of developmental assistance to be provided by mentor firms to protégé firms as an approved mentor firm in the FAA Mentor-Protégé Program.